

# Terms of Application and Exhibition Rules & Regulations

## Definition

1. In these Conditions, save as the context otherwise requires:

### "Condition"

means these terms and Conditions of Application and the Exhibition Rules and Regulations as amended from time to time by the Organiser.

### "Exhibition"

means the Exhibition to be organised by the Organiser as specified in the Application Form.

### "Exhibition Stand"

means a stand including a custom built stand in accordance with clauses 10–16 and 19–22 of Condition.

### "Exhibition Venue"

means the Shanghai New Int'l Expo Center, Shanghai

### "Exhibitor"

means a sole proprietorship, partnership or limited company applying to exhibit at the Exhibition or, as the case may be whose application to exhibit at the Exhibition has been accepted by the Organiser.

### "Organiser"

means China Toy and Juvenile Products Association (TJPA), which as promoter and organizer, is responsible for the regulation and control of all aspects of the Exhibition.

### "Publicity Material"

means the promotional gifts, catalogues, pamphlets and all and any advertising, and publicity material whatsoever which an Exhibitor wishes to display, distribute or use at the Exhibition.

### "Raw Space"

means empty floor Space.

### "Shell Booth"

means a booth in accordance with clauses 17 and 18 of the Conditions.

### "Space"

means area of Exhibition Venue allocated to Exhibitor for the purpose of exhibiting at the Exhibition in accordance with clause 8 of the Conditions.

### "Stand"

means Exhibition Stand and / or Shell Booth

## Eligibility for the Condition of Participation

2.1 The Organiser has absolute discretion in the admission of Exhibitor's Application has been accepted in writing by the Organiser, no rights to exhibit are granted notwithstanding payment or acceptance of the registration fee submitted with the application. The Organiser reserves the right to decline any application without giving any reason.

2.2 All Exhibitors must be legally registered companies in their country of origin. The Organiser may require Exhibitors to produce a copy of their business registration certificate of corporation or other company registration documents at any time.

3. The Space is licensed strictly to the Exhibitor or the trade promotion purpose (except public exhibitions) only or the duration of the Exhibition.

The Organiser reserves the right to clear all or part of the Space allocated to the Exhibitor at Exhibitor's expense without notice should they not be satisfied with the way the space is being used. Save as provided in these Conditions, no Exhibitor shall have any claim for any refund in respect of the Space rental or any other money paid.

## Payment

4a. A deposit must accompany each application.

The stand rent is US\$ 185.00 per m<sup>2</sup>.

4b. The surcharge for corner stands is 15% of the stand space price.

5. The Organiser reserves the right to demand additional, no interest bearing deposit(s) at any time as a guarantee for the cost of actual or potential damage.

6. In the event that an application for Space is not accepted by the Organiser. The application fee paid shall be refunded without interest to the application within 30 days from the date of notice of rejection of the application.

7. Statutory notice of termination of the rental contract is not possible before expiry of the agreed period of renting. The right of both parties to extraordinary notice to terminate for important cause remains unaffected. The exhibitor has the right to furnish evidence that no damages at all or considerably less damages than the agreed fixed rate have occurred. If an exhibitor withdraws from the contract unilaterally and without justification,

TJPA is entitled but not obliged to otherwise dispose of the rented space. In this case, the exhibitor remains obliged to pay the full contractually agreed rental, but

TJPA must credit any expenditure saved any revenue obtained by letting the rented space elsewhere. If a stand remains unoccupied at the start of the fair, the exhibitor shall pay global compensation for the damages incurred by TJPA due to the necessary redesign of the stand or rented space. This compensation shall amount to 10% of the contractually agreed rental and be payable in addition to this rental. The exhibitor's right to prove that such damages did not occur or were of a considerably lower amount remains unaffected.

If the assets of the exhibitor are the subject of judicial insolvency or bankruptcy proceedings, the exhibitor is obliged to notify the Fair Management of this without delay. TJPA is entitled to terminate the contract for important cause without notice.

## Space Allocation

8.1 The Organiser has absolute discretion in allocating Space for stands and the location of such Stands. All decision to such effect shall be final and no request for change will be entertained.

8.2 Any exhibitors who wishes to use a name on its Stand which is different to that submitted on its application form must submit notice of this change to the Organiser at least three months prior to the commencement of the Exhibition together with the following:

(a) documentation signed by certificated accountant or

the company secretary (in case of a registered limited liability use the Space allocated in a manner satisfactory to the Organiser both during assembling and installation of Stand as well as at the Exhibition .

(b) other documentation to show that the company name belongs to a wholly – owned subsidiary of the applicant.

8.3 If any Exhibitor which having had its application accepted by the Organiser subsequently divides its business between two or more of its existing shareholders, the Organiser shall have the right to offer Space as follows:

(a) original applicant, who can exhibit under its new company name provided that will be displaying that same category of products as the original applicant;

(b) If the shareholding is divided evenly then the Organiser reserves the rights to terminate the agreement between themselves regarding the transfer of the right to exhibit of which the Organiser is notified at least 3 months prior to the exhibition.

9.1 The Exhibitor's license to exhibit at the Exhibition and to use , on a non exclusive basis, the Space or Stand licensed to the Exhibitor is personnel to the Exhibitor and shall not be transferred, assigned, sub-contracted or otherwise howsoever shared with any third party. Any–Exhibitor who is found to have transferred, assigned , sub contracted or otherwise howsoever shared its Space or Stand with a third party, will be obliged to immediately withdraw from the Exhibition, dismantle its Stand and remove its exhibits at its own expense.

9.2 The Organiser reserves the right to maintain a record of those Exhibitors who have breached paragraph 9.1 above and may at their absolute discretion refuse to allow these Exhibitors to participate in future events arranged by the Organiser.

9.3 In order to promote, distribute, display any material or allow the presence of the personnel of the subsidiary or an entity for whom the Exhibitor is acting as a formal agent or distributor on its Stand, the Exhibitor must apply in writing to the Organiser for permission at least three months prior to the Exhibition together with supporting documents indicating the connecting between the Exhibitor and the third party . Such permission shall be given at the absolute discretion of the Organiser.

9.4 The Organiser has the right at its absolute discretion to prevent two or more Exhibitors with a common ownership or shareholder, after their application has been accepted, to attempt to consolidate their space or stands or display the same goods or product range at separate Stands.

### **Stand Construction**

10. Stands and exhibits shall not exceed the maximum floor loading limit of 1,200kg/sqm (250 Lb/sq.ft).

11. The Organiser reserves the right to alter or remove without notice and at the Exhibitor's expense any Stand which differs from the approved specification or any Stand that does not conform to the Organiser required standard or rules and regulations. The Exhibitor shall have no claim against the Organiser or their agents for any extra cost of replacing its Stand to conform to security Organiser's specifications or for any other loss or damages.

12. Exhibitors taking up Raw Space may appoint either the official stand contractor or their own contractor to design & construct their (Exhibition ) Stands, the design of which must be submitted to the Organiser for approval as provided in these Conditions.

13. Work of any kind carried out at the Exhibition Venue must conform to the current local regulations in force in Shanghai and those specified by the Organiser. This applies to the Exhibitors, its agent, contractors and subcontractors. The Organiser reserves the right to stop any work which contravenes with any of these regulations and the Exhibitor shall have no claim against the Organiser

of their agents for any other loses or damages.

14. The suspension of Stand or lighting fittings from the ceiling structure of the Exhibition Venue will not be permitted unless prior approval in writing from the Organiser .

15. Fixings to the surface of the floors to secure margin boards and other stand fittings will not be permitted unless prior approval in writing is obtained from the Organiser .

16. The removal and disposal of crates and stand fittings or materials are not covered by the rental and are subject to an additional charge.

### **Shell Booths**

17. Shell Booths are provided by the Organiser's official contractor and are of the standard design. No variation of the fascia board, lettering and the fittings of the Shell Booth shall be allowed unless prior written approval is given by the Organiser.

18. No decoration , booth fitting or exhibit shall exceed 2.5m in height or the height of the Shell Booth, whichever is lower.

### **Custom-built Stands on Raw Space**

19. Original plans and design proposal for Raw Space must be submitted in triplicate copies to reach the Organiser for approval not later than 6 weeks before the Exhibition. Drawings submitted must be a responsible scale of not less than 1:100, fully dimensioned and must contain information such as floor plan, stand elevation, fittings carpeting, colours and materials to be used, moving exhibits, audio-visual equipment, weight and point loading of exhibits.

20. No custom-built stand may be erected at the Exhibition Venue unless the plans and design proposals thereof have been approved in writing by the Organiser, which approval may be withheld by the Organiser without a reason being necessary.

21. All custom – built stand design, stand materials used and its construction must conform to the rules and regulations of the Exhibition Venue and those of any public authority or department of the Shanghai Government.

22. The transporting, assembling, dismantling, and the removing of custom-built Stands are the responsibility of the Exhibitor. All such work must be carried out according to the arrangements and within the time limits specified in these Condition or otherwise by the Organiser.

### **Electricity**

23. Only electricity can be used as a source of light or power in the Exhibition Venue.

24. All electrical works shall be carried out at exhibitor's expense by the official contractor appointed by the Organiser. Design plan or proposals for electrical installation must be submitted to reach the organiser for approval not later than two month before the Exhibition. The Organiser may require amendments or variations to be made to the design plan or proposal before approving the same, or may withhold approval at their discretion.

25. Electric current will be supplied in 210–230 volt, single phase. Electric current of higher voltage , three phase will be supplied subject to prior arrangement with the Organiser. The maximum electric power that will be supplied is 20KW per 15 square meter of Space.

26. Electricity, whether from the main, batteries or generators shall be supplied only through the exhibition Venue's official contractor.

## **Use of Stand & Safety**

27. Precautionary measures such as guards or other means of protection must be taken to protect the public from any moving or working exhibits. Such moving or working exhibits shall only be demonstrated or operated by persons authorized by the Exhibitor and shall not be left running in the absence of such persons. Display of such working or moving exhibits must have the Organiser's prior written approval.

28. The use of laser products at the Exhibition requires prior approval in writing from the Organiser. Application for approval of such must be submitted to reach the Organiser not later than two months before the Exhibition opening.

29. No advertising or demonstration at the Exhibition, including the staging of any fashion show, will be allowed at the Exhibition Venue unless the Organiser's advance approval in writing is obtained.

30. Any musical performance, including the music recording for fashion show, requires the permission of the organizer. All fees and expenses in connection with application of musical performance shall be done by individual Exhibitor concerned.

31.1 Publicity Materials may only be distributed from the Exhibitor's own stand. No advertising, demonstration or canvassing for business may be carried out anywhere else within the Exhibition Venue. No exhibits or advertising signs shall be placed outside the confines of the Exhibitor's Stand.

31.2 The Exhibitor may only display exhibits and Publicity Material with correspond to the product category zone, if any, chosen by the exhibitor on its application form for space allocation at the Exhibition.

32. No stickers, posters, hangers or other materials shall be allowed to hang on fascia boards.

33. Gas-filled balloons shall not be permitted at the Exhibition Venue under any circumstances.

34. Exhibitor's stands must be manned by any authorized and competent representative of the Exhibitor at all times during the Exhibition. Such representative must be fully conversant with the Exhibitor's products and/or services and shall be duly authorized to negotiate and conclude contracts for the sale of the Exhibitor's products or services. The Exhibitor shall produce confirmation that the representative shall comply with these Conditions and with any and all directions which the Organiser or its agent may give before or during the Exhibition.

35. Organiser shall be entitled at their sole and absolute discretion to require forthwith to be removed, and to remove, at the Exhibitor's expense, from any Stand or any area or Space made available to any Exhibitor, any goods, publicity material, item or thing displayed or placed there without any obligation to give any reason therefore, and without incurring any liability for any loss, damage or expense whatsoever incurred by the Exhibitor or any other person as a consequence therefore.

36. The Exhibitor warrants that the exhibits and packages therefore and the Publicity Material or any other part of display on the Stand do not in any way whatsoever violate or infringe any third party's right including all intellectual property rights including but not limited to trade marks, copyright, designs, names and patents whether registered or otherwise, and agree to fully indemnify the Organiser and its agents and contractors against all costs, expenses and damages arising from any third party's claim of infringement by the Exhibitor and/or the Organiser of such third party's rights.

37. Stand assembling, installation and decoration must be carried out within the time limits specified by the Organiser and must in any case be completed by 6:00 pm on the day preceding the Exhibition opening. The Organiser reserves the right to assemble, install or decorate any

Space or Stand which is not completed by that time at the Exhibitor's expense.

38. Repairs or alterations on the Stand or display may only be carried out after the Exhibition is closed to the public and with prior agreement of the Organiser.

39. No Stand or exhibits shall be dismantled or removed before the official closing time of the Exhibition on the last day of Exhibition unless special permission has been given by Organiser.

40. All audio-visual equipment must be sited and be of a noise level so as not to cause any inconvenience to other Exhibitors or visitor. The Organiser reserves the right to appoint one or more exclusive audio-visual equipment suppliers whereupon the Exhibitor equipment suppliers whereupon the Exhibitor shall be obliged to hire the equipment of such exclusive suppliers.

41. No Exhibitor shall engage in or permit filming, sound or video recording, telecasting and broadcasting at the Exhibition Venue unless prior written approval is obtained from the Organiser.

42. Public auctions shall not be permitted at the Exhibition Venue under any circumstances.

43. Full particulars of all personnel, agents or representatives of the Exhibitor must be submitted to the Organiser for approval and registration before they may be admitted to the Exhibition Venue. All such personnel, agents and representatives of the Exhibitor as are approved by the Organiser (authorized personnel) will be issued badges for identity and admission purpose. The Exhibitor shall procure that as authorized personnel:

(a) display their badge conspicuously whilst at the Exhibition Venue;

(b) do not pass their badge to any other person;

(c) return their badges to the Organiser at the conclusion of the Exhibition or, if earlier, upon demand by the Organiser;

(d) comply with all obligations expressed to be imposed by these Conditions on the Exhibition; and

(e) comply with all obligations imposed on them as the condition on their approval by the Organiser

## **Publicity**

44. The Organiser shall arrange and be responsible for all publicity arrangements for the Exhibition both overseas and in China and no Exhibitor, or its agents, shall give or cause to be given any interview, public announcement, press statement, or any other publicity whatsoever intended to publicize the Exhibition as whole.

45. The Exhibitor shall not disclose, appropriate or use and shall prevent its representative at the Exhibition from disclosing, appropriating or using any technical or confidential information regarding the business or affairs of the Organiser or any of the Exhibitors at the Exhibition acquired by way of the Exhibitor's license to exhibit at the Exhibition.

## **Move-in and Move-out of Stand Materials & Exhibits**

46. Exhibitor shall move-in to the Exhibition venue according to the arrangements and within the time limits specified by the Organiser.

47. The arrangement and payment for transporting goods to and from the Exhibition Venue, receiving, decorating and removing its exhibits are entirely the responsibility of the Exhibitor.

48. No trolleys shall be allowed in any carpeted areas of the Exhibition Venue.

49. All exhibits, Stand materials and the like shall be and removed immediately after the closing of the Exhibition according to arrangements and within the time limits specified by the Organiser. Any exhibits of Stand material left behind at the Exhibition Venue shall be deemed

abandoned and shall be disposed of by the Organiser at the expense of The Exhibitor concerned. All proceeds (if any) of such disposal shall be retained by the Organiser.

50. The Organiser reserves the right to appoint one or more exclusive contractor(s) to handle the movement of all goods and exhibits in and out of the Exhibition Venue, whereupon the Exhibitor shall be obliged to hire the services of such exclusive contractor(s).

### **Exclusion of Liability**

51. None of the Organiser, its agents, representatives, contractors or employees shall be liable in any way whatsoever in respect of loss, injury or other damages other than death or personal injury caused by the negligence of the Organiser or their employees, suffered by or caused to the Exhibitor, its representatives, employees, contractors or agents or the products or other property of the exhibitor or such parties or any exhibitor or visitor.

52. The Organiser shall not be responsible in any manner whatsoever for the consequences of any introduction or commercial transaction made during or as a result of the Exhibition.

53. The Exhibitor undertakes to indemnify and at all times hereafter to keep indemnified the Organiser, its employees and agents on demand from and against all loss, liability, actions, proceedings, claims, damages, costs and expenses whatsoever which it may suffer or incur by reason of or in relation to the agreement hereunder or by any breach by the Exhibitor of these conditions.

54. The Exhibitor shall be responsible for effecting insurance which shall include (but not limited to) its displays, exhibits and stands against loss or damage by theft, fire, public (including occupier's liability) and other natural causes, and shall produce such policy of insurance to the Organiser upon request.

55. The Exhibitor shall take out insurance policies to cover itself against all potential liabilities imposed on it in these Conditions as well as possible legal liability for negligence and shall produce such policy of insurance to the Organiser upon request. Exhibitor is fully liable for any loss or damage caused by an act or omission of the Exhibitor or its representatives, employees or agents to any property of the Exhibition Venue, the other Exhibitors or the Organiser.

56. The Organiser reserves the right to exercise a general lien over any property the Exhibitor has in the Exhibition Venue in respect of all monies due to the Organiser (including claims for damages) in connection with the Exhibition.

### **Waiver**

57. The waiver by the Organiser of any of these Conditions shall not prevent the subsequent enforcement of these Conditions and shall not be deemed to act as a waiver in respect of any subsequent breach.

### **Termination of Right to Exhibit**

58. The Organiser shall have the right to terminate without notice an Exhibitor's right to exhibit in the Exhibition and to close the Stand immediately at the Exhibitor's expense in any of the following circumstances:

(a) if an Exhibitor or any of its representatives commits a breach of any of the Conditions or any additional rules and regulations introduced in accordance with clause 63 of the Conditions; or

(b) if an Exhibitor, being a body corporate, enters into a liquidation whether compulsory or voluntarily or compounds with its creditors or has a receiver appointed over all or any part of its assets or takes or suffers any similar action in consequence of debt or if an Exhibitor being a sole proprietorship or partnership becomes, or one of its members becomes bankrupt or

insolvent or enters into any arrangements with its creditors or takes or suffers any similar action in consequence of debt; or

(c) if the Exhibitor conducts any activity which, in the opinion of the Organiser, does not conform to the nature and purpose of the Exhibition, or interferes with the rights of other Exhibitors at the Exhibition; or

(d) if the Exhibitor (except public exhibitions) displays prices, sells goods (which does not conform to the nature and purpose of the Exhibition) to private persons or sells goods for immediate delivery in the Exhibition Venue; or

(e) if the Space or Stand is not occupied by the Exhibitor 30 minutes before the opening hour on the first exhibition day of the Exhibition, the Exhibitor shall be deemed to have cancelled the exhibit Space contracted for, and the Organiser shall have the right to use such Space as it deems appropriate. The application fee paid will be forfeited as if the Exhibitor had cancelled the participation as of such date; or

(f) if the Exhibitor's display on its stand incorporates less than 60% of its display area exhibiting the appropriate products corresponding to the product category zone, if any, chosen by the Exhibitor on its application for allocation of Space at the Exhibition.

(g) If the Exhibitor is found to be acting in a discriminatory manner against certain visitors at the Exhibitions; or

(h) if the Organiser in its sole and absolute discretion decide that such right shall be terminated.

59. In the event that an Exhibitor's right to exhibit in the Exhibition is terminated under 58 (a), (b), (c), (d), (e), (f) or

(g), the exhibitor shall have no claim for refund of any monies paid against the Organiser.

60. The Organiser shall return to the Exhibitor all rental paid in the event of termination of the Exhibitor's right to exhibit under 58 (h). The Exhibitor shall have no other claims against the Organiser for any of its loss or damages in connection with any such termination.

### **Cancellation of Exhibition**

61. The Organiser reserves the right to interpret, alter and amend any of these Conditions and to issue additional rules and regulations at any time it considers necessary for the orderly operation of the Exhibition. All interpretations of these Conditions and any additional rules and regulations by the Organiser shall be final.

62. The Organiser reserves the right to change the plan, site character or venue of the Exhibition at any time without giving notice to the Exhibitor. Proportional allowance for space rental may be made if deemed appropriate by the Organiser (in its absolute discretion) but it shall not be liable for any further compensation to the Exhibitor.

### **Additional Rules & Regulations**

63. The Exhibitor shall abide by the rules and regulations of the Exhibition Venue which are deemed to be integral parts of and incorporated into these Conditions. In the event of conflict between the provisions of such rules and regulations and these Conditions, these Conditions shall prevail. Copy of the rules and regulations of the Exhibition Venue is available from the Organiser on request.

### **Governing Law**

64. These conditions shall be governed by and construed in all respects in accordance with the laws of China and the Exhibitor irrevocably submits to the non-exclusive jurisdiction of China.